missioners, as individuals, and the sheriff, to recover damages for the alleged negligence which caused the death of her son. As to the county commissioners, *Held*, that the duty imposed on the county commissioners was a duty to the public only, and that therefore their failure to properly inspect the electric wiring of a jail, by reason of which the jail caught fire and burned, causing the death of plaintiff's son, gave no cause of action against the county commissioners in their individual capacity. *Miller* v. *Ouray Electric Light & Power Company* (1902), — Colo. App. —, 70 Pac. Rep. 447.

The court bases the above decision on the fact, that, as the duty imposed by statute refers to the care, custody and supervision of public property, the commissioners, in the performance of that duty, come within the class of public officers designated as subordinate governmental officers, whose duty is owing to the public at large, and not to any particular individual. In ascertaining whether a duty imposed by statute is public or private, the courts seem to take largely into consideration how far the legislature may have contemplated the individual liability urged when the duty was imposed, and what the effect of such individual liability will be. It has been held that prison managers are not liable to a prisoner, who, in performing work, loses his hand by a circular saw, *Alamango* v. *Supervisors*, 25 Hun, (N. Y.) 551; nor for an injury to a prisoner, who, on account of refractory conduct, is put into solitary confinement, and suffers because of insufficient food, clothing and fires. *Williams* v. *Adams*, 3 Allen, (Mass.) 171. A recent Nebraska case holds that the duty imposed upon county commissioners to levy a tax voted by a school district meeting is one owing to the public only. *School District* v. *Burress* (1902), — Neb. —, 89 N. W. Rep. 609. See also *Bassett* v. *Fish*, 75 N. Y. 303. In the case of officers charged with the duty of making and repairing highways and bridges, the courts show a tendency to uphold a much enlarged liability. *Hover* v. *Barkhoof*, 44 N. Y. 113; contra, *Worden* v. *Witt* (1895), — Idaho —, 39 Pac. 1114. Excepting any analogy between the principal case and the cases involving the liability of highway commissioners, it would seem that this case was decided in accordance with sound reasoning and a preponderance of authority. As to the doctrine of liability of public officers to private actions, see notes to *County Commissioners* v. *Duckett*, 83 Am. Dec. 557, and *Robinson* v. *Chamberlain*, 90 Am.Dec. 725.

SALES—CROPS TO BE GROWN—ASSUMPTION OF RISK.—The owner of an orchard sold "all the oranges my trees may produce in the years 1899 and 1900." The contract stipulated that the "purchaser assumes all risks." Before the first crop matured the trees were killed by frost. In an action to recover the consideration paid, *Held*, there could be no recovery and the purchaser was liable for the balance of the price unpaid. *Losecco* v. *Gregory* (1902), 108 La. —, 32 S. Rep. 985.

Where the contract contemplates the continued existence of a particular thing, its destruction rendering performance impossible discharges the contract; BEACH, MODERN LAW OF CONTRACT, Sec 773. But in this case the clause "assumes all risks" was construed to mean not the usual, known, ordinary risks but risks of whatever kind, ordinary and extraordinary, and the sale to be not of a future crop but of the mere hope of one. Somewhat analogous to this are the cases in which goods are sold "with all faults," meaning faults which that particular class or kind of goods might have; *Whitney* v. *Boardman*, 118 Mass. 242; MECHEM ON SALES, §§ 933, 1340.

SALES—RESERVATION OF TITLE—ACTION FOR PRICE.—Plaintiff sold and delivered tombstones to defendant under a contract providing for payment on delivery, but stipulating that title should remain in the vendor until payment.